

32509 793

Parcel ID. No. 04-003-00056901

MONTGOMERY COUNTY, MD

APPROVED BY YMC

JUN 16 2006

\$ N/A RECORDATION TAX PAID

\$ N/A TRANSFER TAX PAID

TOTAL 0.00
Res#000 Rct#999999
MOR BEN BIR#4347
Jun 16, 2006 09:19 am

FILED
MOLLY O. RUHL
CLERK'S OFFICE
MONTGOMERY CO. MD

2006 JUN 16 A 9:27

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("**Conservation Easement**") made as of the 1st day of June 2006, by and between GARRETT PARK, a municipal corporation of the State of Maryland, having a mailing address as P.O. Box 84, Garrett Park, Maryland 20896 ("**Grantor**") and the Garrett Park Conservation Trust, a 501c(3) organization having a mailing address as P.O. Box 258, Garrett Park, Maryland 20896 ("**Grantee**").

WITNESSETH

WHEREAS, Laetitia Yeandle has conveyed the property hereinafter described to Garrett Park, a municipal corporation of the State of Maryland by a Deed dated 14th June, 2006 and intended to be recorded immediately prior to this Deed of Conservation Easement; and

WHEREAS, Garrett Park has agreed with Laetitia Yeandle, as a condition of the aforesaid conveyance, to execute and record this Deed of Conservation Easement; and

WHEREAS, the Garrett Park Conservation Trust has agreed to accept this Deed of Conservation Easement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the conveyance of the property described herein by Laetitia Yeandle to Garrett Park and the covenants, terms, conditions and restrictions hereinafter set forth (the "Terms"), the receipt and sufficiency of which are hereby acknowledged by the parties, the Grantor hereby grants and conveys unto the Grantee, and its successors and assigns, a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the property described in Exhibit A, attached hereto, (the "Property");

The purpose of this Conservation Easement is to conserve and preserve the significant conservation value and the natural, environmental, scenic and cultural characteristics of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property as a single family residence for the use of Laetitia Yeandle during her lifetime and thereafter as a public park and/or a sanctuary for the preservation of native plants and wildlife;

To achieve these objectives, the following Terms are set forth:

REMOVED FOR TRANSMISSION
State Department of
Assessments & Taxation
for Montgomery County
[Signature] NO CARD

THIS PROPERTY HAS BEEN REGISTERED
IN MONTGOMERY COUNTY ASSESSMENT BOOKS FOR
[Signature] NO CARD
TAMARA CLARK, ASSESSMENT DEPARTMENT

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is assignable in accordance with Article V and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the Grantee against the Grantor and its successors and assigns.

ARTICLE II. USE OF THE PROPERTY

A. Activities on the Property

- (1) Until the reserved life estate of the current occupant, Laetitia Yeandle, expires, the Property may be used as a single family residence by Laetitia Yeandle. Within three (3) years after the right to use the Property as a single-family residence expires, the single-family residence shall be demolished. Laetitia Yeandle may surrender or waive her life estate, in which event her life estate shall be deemed to expire, for the purposes of this Conservation Easement, upon the recordation in the Land Records of a document permanently surrendering or waiving her life estate, and notice to the Grantor of this Conservation Easement that such document has been duly recorded.
- (2) Except as provided above, the Property shall be used as a public park and/or a wildlife sanctuary.
- (3) Only the area designated on Exhibit B may be used as an active and/or passive park. The active park uses shall include activities and facilities commonly associated with parks, including but not limited to a playground and other recreational facilities.
- (4) The undeveloped portion of the Property shall be part of the park and shall be maintained in a natural state as a wildlife habitat, with special attention to establishment of habitat for native plant and animal species.
- (5) Industrial or commercial activities are prohibited on the Property.
- (6) Removal of any tree having a trunk of 25 or more inches in circumference (8 inches diameter) at a height of 48 inches above the adjacent grade is prohibited without the written consent of the Grantee, which consent shall not be unreasonably withheld.
- (7) Diking, draining, excavating, filling or removing any wetlands is prohibited. No stream or natural drainage shall be submerged.

- (8) Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other materials on the property is prohibited, except that soil, rock, and other earth materials, vegetative matter or compost may be placed: (1) as may be reasonably necessary for maintenance and preservation of the natural state of the property; or (2) as may be reasonably necessary on a temporary basis during construction or maintenance of structures permitted under this Conservation Easement.

B. Construction and Improvements

No building, facility or other structure shall be constructed on the Property after the date of this Conservation Easement, except:

- (1) The Grantor may install facilities commonly associated with parks (e.g., playground equipment) in the area that was occupied by the house after its demolition
- (2) Any construction related to the single family residential usage by Laetitia Yeandle must be removed when the house is demolished;
- (3) The Grantor may construct accessory structures only as required by State or federal law;
- (4) The Grantor may construct and maintain reasonable means of access to all permitted uses of the Property; and
- (8) No impervious surface beyond that already present at the date of the execution of this agreement, as shown on Exhibit C, shall be constructed.

The Grantor shall notify the Grantee at least sixty (60) days prior to submitting any required permit applications to local, state or federal agencies, or if no governmental permits are required, at least sixty (60) days in advance of any work whether for construction or preparatory to construction regarding the location of any accessory structures, all of which shall be subject to the prior written approval of the Grantee in the Grantee's reasonable discretion. Emergency repairs or restoration shall not require sixty (60) days' prior notice.

C. Rights of Third Parties to Use the Property

The Grantor may not authorize or allow a third party to use the Property in a manner inconsistent with the Terms of this Conservation Easement without the consent of the Grantee. Therefore, third parties may use the subject Property only as a public park.

D. Reserved Rights

Except to the extent that prior written approval of the Grantee is required by any paragraph of this Article, all rights reserved by the Grantor or not prohibited by this Conservation Easement are considered to be consistent with the Terms of this Conservation Easement and require no prior notification or approval. If the Grantor has any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, the Grantor may submit a written request to the Grantee for consideration and approval of such use in the Grantee's reasonable discretion.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by the Grantor, the Grantee may, after reasonable notice to the Grantor, and after providing at least sixty (60) days' opportunity to cure, exercise any or all of the following remedies:

(1) institute suit to enjoin any breach or enforce any covenant by temporary, and/or permanent injunction, either prohibitive or mandatory; and

(2) require that the Property be restored promptly to the condition required by this Conservation Easement.

In no event shall a breach of the terms of this Conservation Easement result in a forfeiture or reversion of title.

B. Effect of Failure to Enforce

No failure on the part of the Grantee to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

ARTICLE IV. EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of one (1) page.
- B. Exhibit B: Plat of Developed Portion of Lot is attached hereto and made a part hereof. Exhibit B consists of one (1) page.
- C. Exhibit C: Plat of Existing Impervious Surfaces is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

ARTICLE V. MISCELLANEOUS

A. Effect of Laws Imposing Affirmative Obligations on the Grantor

In the event that any applicable State or Federal law imposes affirmative obligations on the Grantor which, if complied with by the Grantor, would be a violation of a Term of this Conservation Easement, the Grantor shall: (i) if said law requires a specific act without any discretion on the part of the Grantor, comply with said law and give the Grantee written notice of the Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time the Grantor begins to comply; or (ii) if said law leaves to the Grantor discretion over how to comply with said law, use the method most protective of the conservation value of the Property in consultation with the Grantee.

B. Notices to the Grantee

Any notices by the Grantor to the Grantee pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to P.O. Box 258, Garrett Park, Maryland, and to such other address as the Grantee may establish by notification in writing to the Grantor.

Any notices by the Grantee to the Grantor pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to Mayor of Garrett Park, P.O. Box 84, Garrett Park, MD 20896 and to such other address as the Grantor may establish on written notification to the Grantee.

C. Approval of the Grantee

In any case where the Terms of this Conservation Easement require the approval of the Grantee, such approval shall be requested by written notice to the Grantee. Such approval shall be deemed to have been given unless within sixty (60) days after receipt of notice the Grantee mails notice to the Grantor of disapproval and the reason therefor. Unless the Grantee's approval is deemed to have been given in accordance with the prior sentence, any approval shall be written. The Grantee will take into account the Terms and purposes of this Conservation Easement in determining whether to give such approval.

D. Assignment by the Grantee

The Grantee may assign, upon prior written notice to the Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h) or 501(c)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. Should the Grantee go out of existence without making any assignment, the Grantor agrees to designate a successor Grantee consistent with the conservation values embodied in this Conservation Easement.

E. Mortgages and Deeds of Trust

The Grantor and the Grantee agree that all mortgages and Deeds of Trust affecting or that may affect the Property are and shall be subordinate to the rights of the Grantee under this Conservation Easement.

F. Construction

This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the laws of the State of Maryland.

G. Effect of Laws and Other Restrictions on the Property

The Terms of this Conservation Easement shall be in addition to any local, State or Federal laws imposing restrictions to the Property and any existing covenants, conditions or restrictions on the Property.

H. Entire Agreement and Severability of the Terms

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

I. Successors

The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and Grantee, or their successors or assigns, as appropriate.

J. Recordation

The Grantor shall record this instrument in a timely fashion among the Land Records of Montgomery County, Maryland, and the Grantee may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

K. Captions

The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Terms of this Conservation Easement.

TO HAVE AND TO HOLD unto the Garrett Park Conservation Trust, its successors and assigns for the term of this Easement. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon the Grantor, its assigns and all other successors in interest, and shall continue as a servitude running with the land for the term of this Easement.

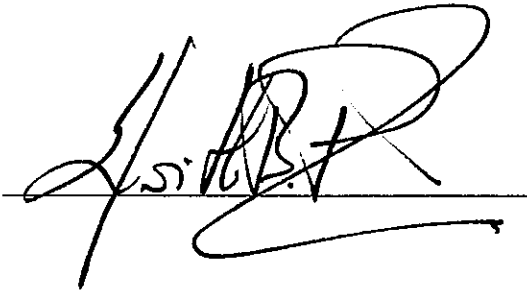
AND said Grantor hereby covenants that Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property interest hereby conveyed, that Grantor will warrant specially the property interest granted and will execute such further assurances of the same as may be requisite.

In Witness Whereof, the Grantor and Grantee intending to be legally bound, have set their hands and seals on the date first written above.

Witness:

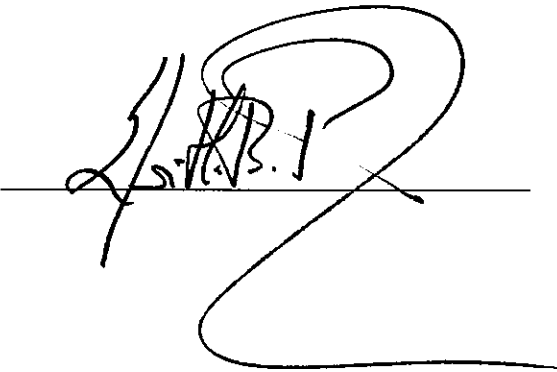
GRANTOR:

TOWN OF GARRETT PARK



By Carolyn Shawaker (SEAL)
CAROLYN SHAWAKER, MAYOR

GRANTEE:
GARRETT PARK CONSERVATION
TRUST



By Kenneth C. Ingham (SEAL)
Kenneth C Ingham

ACKNOWLEDGEMENTS

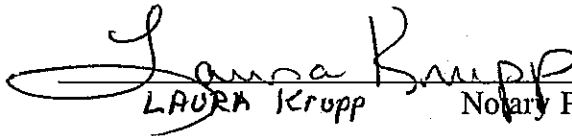
STATE OF MARYLAND :

to wit:

COUNTY OF MONTGOMERY:

I HEREBY CERTIFY that on this 15 day of May, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Carolyn Shawaker, known to me (or satisfactorily proven) to be the Mayor of the Town of Garrett Park, a municipal corporation, and that such corporate officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.


LAURA Krupp Notary Public

My commission expires: 5-6-08

STATE OF MARYLAND :

to wit:

COUNTY OF Montgomery:


I HEREBY CERTIFY that on this 24 day of May, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ken Ingham known to me (or satisfactorily proven) to be the president of The Garrett Park Conservancy Trust, and that such corporate officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.


Laura Krupp Notary Public

My commission expires: 5-6-08

THE UNDERSIGNED, a member of the Bar of the Court of Appeals of Maryland, hereby certifies that the foregoing instrument was prepared by or under the supervision of the undersigned.


David R. Podolsky

After recordation, please return this document to:

David R. Podolsky, Esquire
25 West Middle Lane
Rockville, Maryland 20850

L:\CLIENTS\G\Garrett\051106 YEANDELE EASEMENT.doc

32509 802
EXHIBIT A - Boundary Description and Property Reference
11321 Kenilworth Avenue, Garrett Park, MD 20896

A parcel of land, lying and being in Montgomery County, Maryland, and more particularly described as follows:

Lot numbered Twenty-two (22) and part of Lot numbered Twenty-three (23) in Block numbered One Hundred Six (106) in a subdivision known as "GARRETT PARK", as per plat recorded in Plat Book 29 at Plat 1825, one of the Land Records of Montgomery County, Maryland; said part of Lot 23 described as follows:

BEGINNNING FOR THE SAME at a point, said point being on the southerly line of Kenilworth Avenue where the same is intersected by the dividing line of Lots 22 and 23, in said block and subdivision, and running thence with the dividing line of said Lots 22 and 23,

South 25° 43' 10" East 60 feet to a point, thence with the southeasterly line of Lot 23

North 71° 14' 44" East 20.58 feet to a point; thence leaving said southeasterly line and crossing said lot 23,

North 43° 49' 00" West 65.75 feet to the point of beginning. Containing 613 square feet according to survey made by Thomas G. Oyster and Associates dated September, 1953,

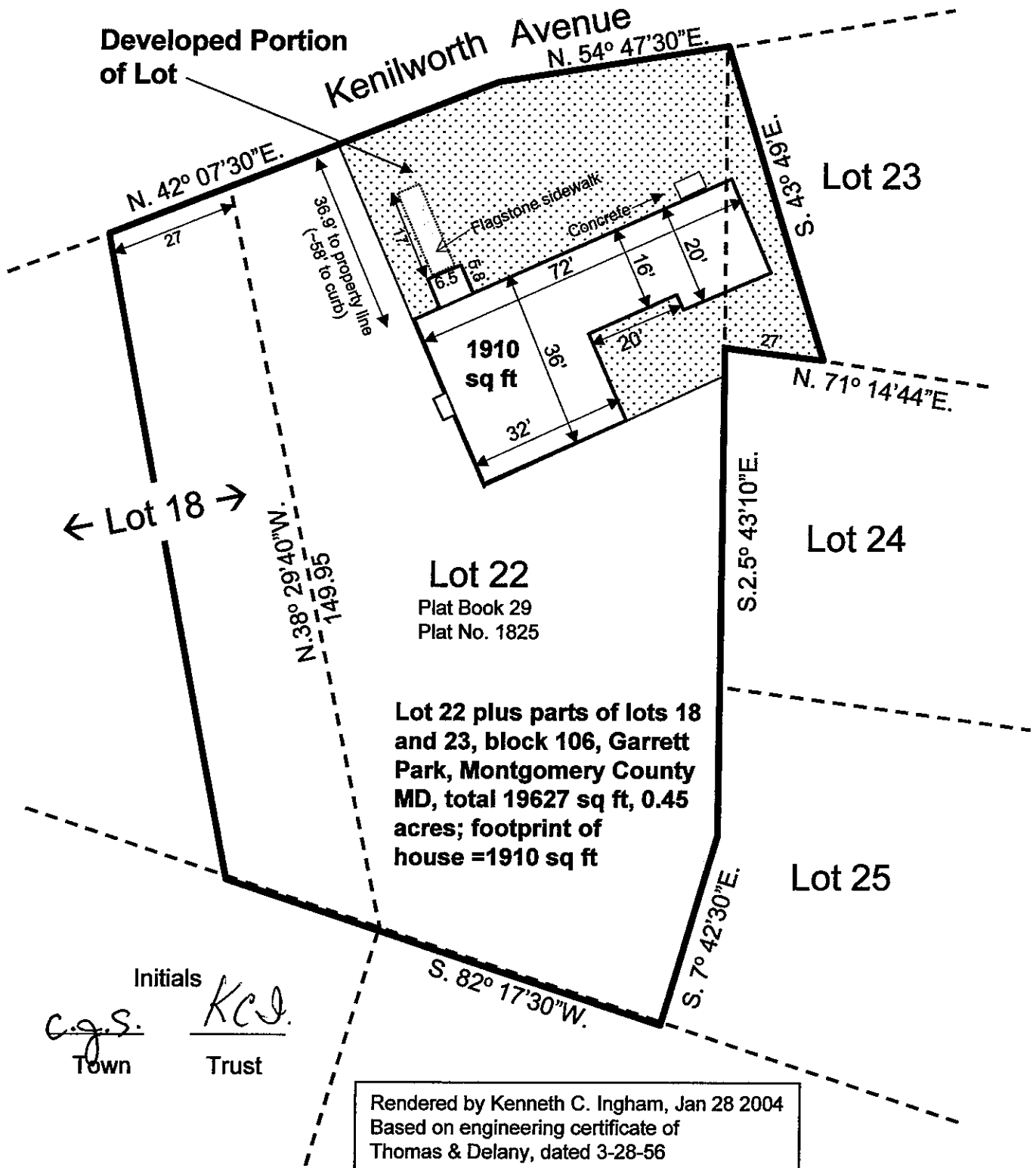
AND ALSO, the East 27 feet by the full depth thereof of Lot numbered Eighteen (18) in Block numbered One Hundred Six (106) in a subdivision known as "GARRETT PARK", as per plat recorded in Plat Book "A" at Plat 14, one of the Land Records of Montgomery County, Maryland

Being the same land described in a Deed dated January 17, 1978 and recorded January 18, 1978 in Liber 5080 at folio 136 among the aforesaid land records.

Initials	
<u>eg.S.</u>	<u>KCD.</u>
Town	Trust

DEED OF CONSERVATION EASEMENT
Town of Garrett Park to Garrett Park Conservation Trust

32509 803
Exhibit B - Location of Developed Portion of Lot
11321 Kenilworth Avenue, Garrett Park, MD 20896

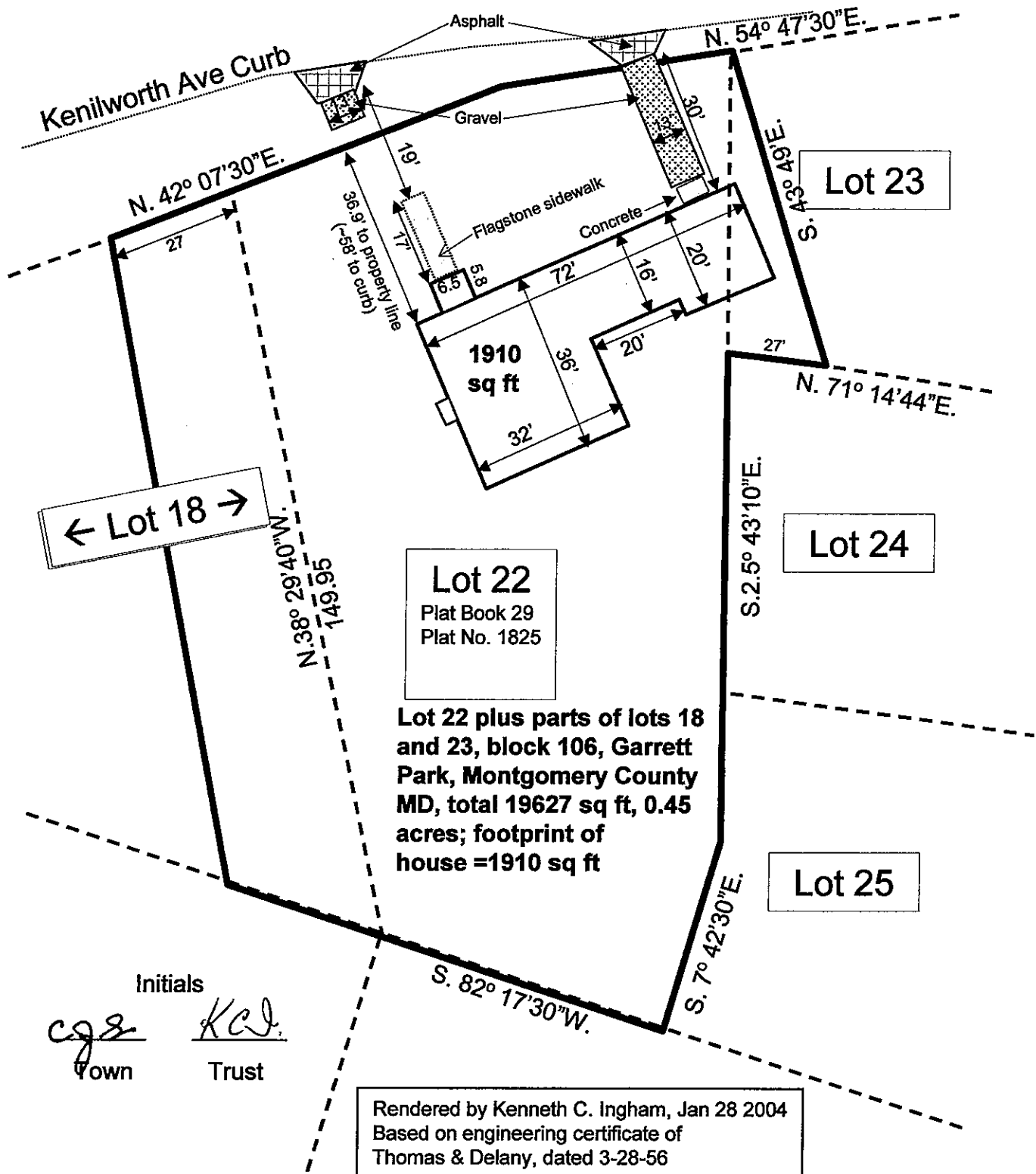


DEED OF CONSERVATION EASEMENT
Town of Garrett Park to Garrett Park Conservation Trust

32509 804

Exhibit C - Plat of Existing Impervious Surfaces

11321 Kenilworth Avenue, Garrett Park, MD 20896



DEED OF CONSERVATION EASEMENT
Town of Garrett Park to Garrett Park Conservation Trust



32509 805

Town of Garrett Park

Incorporated 1898

June 15, 2006

Molly Q. Ruhl, Clerk
Circuit Court for Montgomery
County, Maryland
50 Maryland Avenue
Rockville, Maryland 20850

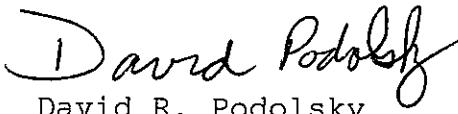
Dear Ms. Ruhl:

Please record the attached document on behalf of the
Town of Garrett Park, a municipal corporation of the State of
Maryland, and waive the usual recording fee.

Thank you for your attention to this matter.

Very truly yours,

TOWN OF GARRETT PARK

By 
David R. Podolsky
Town Counsel